

4. Immediately after the lot is knocked down to him; the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within the 25th June 1925. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. MAOHAIYA,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 4th June 1925.

Tenders will be received by the District Forest Officer, Kadur District, at the District Forest Office, Chikmagalur, up to 4 p.m., on the 6th July 1925, for the carting of prepared sandalwood from the Chikmagalur Sandal Koti to the Railway Station at Kadur and loading the same to the waggons at the Railway Station during the year 1925-26.

N. B.—(i) The approximate quantity of wood to be carted is 400 tons which may be increased at the discretion of the District Forest Officer.

(ii) Carting includes weighing out the sandalwood intended for despatch, collecting billets and loading them into carts, unloading the wood from carts at the Railway Station.

(iii) In the case of ebiltas, it also includes, preparation of double bags, filling ebiltas in bags and duly stitching them afterwards.

2. Tenders should be registered, insured and superscribed as *Tenders for the carting of sandalwood from the Chikmagalur Sandal Koti to the Railway Station, Kadur and loading the same to waggons at the Railway Station.* The tender should be accompanied by a deposit of Rs. 50 (rupees fifty) in currency notes. The rates to be quoted should be per ton of wood.

3. The District Forest Officer will be at liberty to accept or reject the lowest tender without assigning any reason therefor.

4. Within the 15 days from the date of intimation of the fact of approval, the successful tenderer shall furnish Rs. 200 including the initial deposit in clause 2 above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Kadur District, and execute an agreement binding himself of observing the following conditions:—

Conditions.

- (a) That he will be ever ready during the period of contract to provide the required number of carts for the despatch of sandalwood whenever called upon.
- (b) That in case of failure on his part to furnish the required number of carts at the required time, the officer in charge of the Koti may make his own arrangements for the despatch of the wood making the contractor liable to pay up the extra cost, if any, that may have to be incurred. The contract will also be liable for cancellation at the discretion of the District Forest Officer, on account of such default.
- (c) The loading and unloading business will be done so as not to give room for leakage or damages of sandalwood and that, in either case, the contractor will be liable to the Department for the loss so sustained.
- (d) That all the loaded carts will leave the Koti at the same time and move on, in one batch, under the supervision of the departmental subordinates to be deputed to guard the consignment.
- (e) That the cartmen do not smoke either in the Koti or while the sandalwood is under transit and that in case of danger to the sandalwood by fire, the contractor will be liable to the Department for damages.
- (f) That his coolies and cartmen will submit to the disciplinary measures that may have to be enforced by the Koti Officer during working hours.
- (g) That, for failure to fulfil all or any of the foregoing conditions, the contractor will be liable for such fine as the District Forest Officer at his discretion may levy forfeiting the security deposit to Government.

Notification dated 4th June 1925.

Notice is hereby given that sealed tenders will be received at the office of the District Forest Officer, Kadur Division, Chikmagalur, up to 2 p.m., on the 6th July 1925, for the collection, rough dressing and carting of dry mature sandalwood and ground-hidden roots from all the hoblis of the division to Chikmagalur Koti during the year 1925-26, as detailed below:—

Sl. No.	Name of Range	Name of hobli	Minimum quantity to be collected	Remarks
			Tons.	
1	Kadur	Chikmagalur	30	
		Va-lara	20	
		Lakya	20	
		Jagara	150	
		Ambale	5	
		Kadur	5	
		Birur	25	
		Yagati	5	
		Bidsre	NH.	
		Hironallur	NH.	
		Sakrepatna	50	
2	Koppa	Koppa	25	
		Hatharpur	20	
		Kigga	20	
		Megunda	25	
		Bagrunji	25	
		Balchonnur	5	
		Khandya	5	
3	Mudgers	Mudgers	5	
		Gonibid	5	
		Banakal	5	
		Balur	15	
		Kalasa	25	
		Aldur	5	

1. The contract will be for 12 months ending with 30th June 1926.
2. Tenders may be submitted either separately for each hobli or for any number of hoblies and should specify the rate per ton delivered at Chikmagalur *koti*.
3. Each tender must be accompanied by a deposit of Rs. 50 (rupees fifty) for each hobli, in currency notes as earnest money, without which, the tender will be rejected. Covers containing the tender should be addressed to the District Forest Officer, Kadur Division, Chikmagalur, duly registered, insured and superscribed "Tender for the collection and carting of sandalwood and ground-hidden roots". The tenders will be opened by the District Forest Officer at 3 p.m., on 6th July 1925, in the presence of such of the tenderers as may be present.
4. The final acceptance of any tender will rest with the Conservator Forests who does not bind himself to accept the highest or any tender nor to assign any reason whatsoever for rejecting the same.
5. The acceptance of any tender will be duly communicated to the successful tenderer and the earnest money of other tenderers will be returned to them.
6. The successful tenderer shall execute a bond on a proper stamped paper embodying terms enumerated below within a week of the receipt of the orders, and shall deposit in Government Savings Bank a sum of Rs. 200 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 4 *supra*.

Conditions.

- (a) The collection of dead sandalwood and ground-hidden roots shall be extended to all State Forests, District Forests, Amrut Mahal kavals, assessed and unassessed Government waste lands and to such *Inam*, *jodi*, *Kayangutta* and *Sarvamanya* villages as of which, the holders are not entitled to the sandalwood either by *sannads* or judicial decrees.
- (b) With regard to the removal of sandalwood from private holdings, only such of the trees as have been marked by the departmental subordinates shall be removed with the previous written permission of the Range Officer.
- (c) The collection shall be confined to dead, fallen and decaying sandal trees and to ground-hidden roots. On no account shall green and mature trees be uprooted. Axes should not, as far as possible be used in the uprootal and rough preparation of sandalwood.
- (d) The sandalwood uprooted shall be roughly dressed in the jungle leaving a thin layer of less than half an inch of whitewood and shall be carted to the *koti*. Each consignment to the *koti* shall be covered by a passport issued by the departmental subordinates.
- (e) The contractor shall further bind himself to collect and cart two-thirds of the contracted quantity before the end of December 1925 and the balance by the 30th June 1926.
- (f) The successful tenderer shall see that no injury is caused to the State Forests or property situated therein in the course of his operations and in the event of any such occurring through his negligence or of his men, he shall be made liable as per departmental rules.
- (g) Should the collection and carting of sandalwood to the *koti* be found unsatisfactory, the District Forest Officer will immediately cancel the contract and make other arrangements for working out the contracted quantity at the risk of the contractor.
- (h) The contractor shall remove all the scented wood from the pits, from which the trees have been uprooted.
- (i) For the breach of any or all of the above conditions, the contractor shall forfeit the earnest money referred to in para 7 *supra* and the undisbursed portion of money if any due to him for collection and carting of sandalwood made till the date of default.
- (j) Payment of charges shall be made as per procedure now in vogue upon the production of the *koti* receipt for the sandalwood and ground-hidden roots received and weighed out in the *koti*.

Notication dated 4th June 1925.

The preparation and assortment of sandalwood in 18 classes in the Chikmagalur Sandal Koti for the years 1925-26 will be given over on contract and the rate per tons of prepared wood will be decided by public competition at 2 p.m., on 6th July 1925, by the District Forest Officer, Kadur Division, at the Chikmagalur Sandal Koti.

N.B.—The work of preparation and assortment will include, weighing out and taking of roughwood, smooth dressing of the same, assorting it into 18 classes, weighing out of the assorted wood and lotting it inside the Koti room.

The intending bidder will place a deposit of Rs. 50 in currency notes before he is permitted to bid. The deposit of unsuccessful bidders will be returned soon after the competition is over. The District Forest Officer will be at liberty to accept or reject the lowest bids. The lowest bid accepted by the District Forest Officer will be subject to the approval of the Conservator of Forests. Neither the accepting officer nor the approving officer can be expected to assign reasons for accepting or rejecting the lowest or any other bid.

The quantity of sandalwood to be prepared will be 450 tons, more or less, and the contractor is bound to under take the preparation of the definite quantity to be fixed by the Conservator of Forests.

The successful bidder shall within fifteen days from the date of intimation given to him of the approval of the Conservator of Forests, furnish a security deposit of Rs. 200 in the shape of Mysore Government Savings Bank Account including the initial deposit placed by him and execute an agreement on a duly stamped paper binding himself to observe the following conditions, failing which, the initial deposit will be forfeited to Government and the right put up for recompetition or otherwise disposed of.

CONDITIONS.

- (1) Rough wood for preparation shall be taken lot by lot in the order shown by the officer in charge of the Koti. Until the lot taken out once, is finished, the next lot ought not to be meddled with or disturbed.
- (2) The preparation will commence from 1st July 1925 and will close by the end of 30th May 1926. The progress of work should be to the satisfaction of the District Forest Officer, so as to ensure the preparation of the allotted quantity by the end of the time fixed above. When the progress appears poor to the said officer, he will be at liberty to cancel the contract and make his own arrangements for works.
- (3) Seventy-five per cent of the allotted quantity should be prepared and assorted by the end of December 1925.
- (4) The preparation will be done according to the samples shown by the Koti Forester.
- (5) Billets to be prepared will be 3' in length and saws only will be used for billeting.
- (6) Saws and other tools in the Koti will be spared for use by the coolies and the contractor will be bound to return them in good condition. Extra tools required will be supplied by the contractor himself.
- (7) The contractor will be liable to fine, forfeiture of security deposit or any other punishment provided by law for all the mal-practices of himself or his coolies.
- (8) The work shed must be kept clean by the coolies of the contractor and his coolies will submit to the disciplinary measures that may have to be adopted for the peaceful conduct of work during the contract period and any cooly found disobeying the orders of the officer in charge of the Koti may be turned out of the Koti.
- (9) For the violation of any of the aforesaid conditions, the whole or a portion of the security deposit will be liable for forfeiture to Government at the discretion of the District Forest Officer. Sandal chips should be separately heaped aside at the side of each days' preparation so as not to allow them to waste.
- (10) Axes should not be used for the preparation of roots.
- (11) The contractor will be bound to supply coolies for stock-taking if required and to receive payment at four annas per ton of wood weighed out.

Notification dated 4th June 1925.

It is hereby notified for general information that the right of harvesting the grass crop or grazing cattle, except goats in the undermentioned plantations of the Kadur Forest Division up to the end of December 1925, will be sold by public auction on the dates and at the places specified against each plantation by the District Forest Officer, subject to the confirmation by the Conservator of Forests when the value exceeds Rs. 500.

Name of the Taluk and Forest Ranges	Name of the plantation	Area in acres	Distance from Taluk Head Quarters or Railway Station	Place and date of sale
Chikmagalur Taluk, Kadur Range	(1) Karadihalli	65 0	Within four miles of Chikmagalur.	Chikmagalur Sandal Koti on 8th July 1925, at 2 p.m. Kadur Depot House on 9th July 1925.
Do	(2) Angajamhalli	..	Do	
Do	(3) Kadaremodre	..	Do	
Do	(4) Mathavara	146 1	Do	
Do	(5) Turuvanahalli	327 0	Three miles from Kadur	

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money soon after the sale is closed and to pay up the balance together with the local cess at one anna per rupee, railway cess at 6 pies per rupee on the whole amount within seven days from the date of confirmation of the sale, failing which, the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser who shall not participate, however, in any gain, but will make good any loss sustained by Government, by such resale the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin grazing will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sub-let the harvesting as pasturage without previous sanction of the District Forest Officer. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, etc., due to either to himself or his men, which will be dealt with under the provisions of the Mysore Forest Regulation. He shall deposit a sum equivalent to 10 per cent of the purchase money for the due fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it or graze it.

5. The grass crop in the plantations will be allowed to be cut and removed or grazed only between sunrise and sunset up to the end of the period stipulated, viz., end of December 1925. No storage of grass will be allowed in them. Cattle will be allowed to graze in the plantation only between sunrise and sunset.

6. The purchaser will not interfere with any forest operation such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

N.B.—The lessee will maintain the fencing, trench and other boundary marks in order.

7. The tree growth should not be injured or lopped.

8. In the event of breach of any of the conditions specified in the sale notice or agreement, the lease will be liable to be cancelled, all the produce collected confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer, and the security deposit or part thereof forfeited.

P. KRISHNASWAMI RAO,
District Forest Officer.

MISCELLANEOUS DEPARTMENTS.

OFFICE OF THE DEPUTY COMMISSIONER, MYSORE DISTRICT.

Notification dated 2nd June 1925.

As the tenders received before noon of the 30th ultimo in respect of all the toddy shops of the Mandya Taluk in response to this office Notice No. 2286-40, dated 12—13th May 1925, having been found to be unduly low, fresh tenders are hereby invited for all the toddy shops of the said taluk either as a unit or by small groups as indicated in the aforesaid notification so as to reach the Deputy Commissioner, Mysore District, before 12 noon of Wednesday the 10th instant, subject to the conditions laid down in the notification referred to *supra* and published on pages 394-395 of Part VI of the *Mysore Gazette*, dated 21st May 1925.

If the successful tenderer happens to be a new man for the taluk, and if the local trees are found inadequate or could not be had for tapping purposes for various causes, a fresh assignment of date trees will be made available for him either in the Mysore or Nanjangud Taluk, with the special sanction of the Excise Commissioner.

A. V. RAMANATHAN,
Deputy Commissioner.